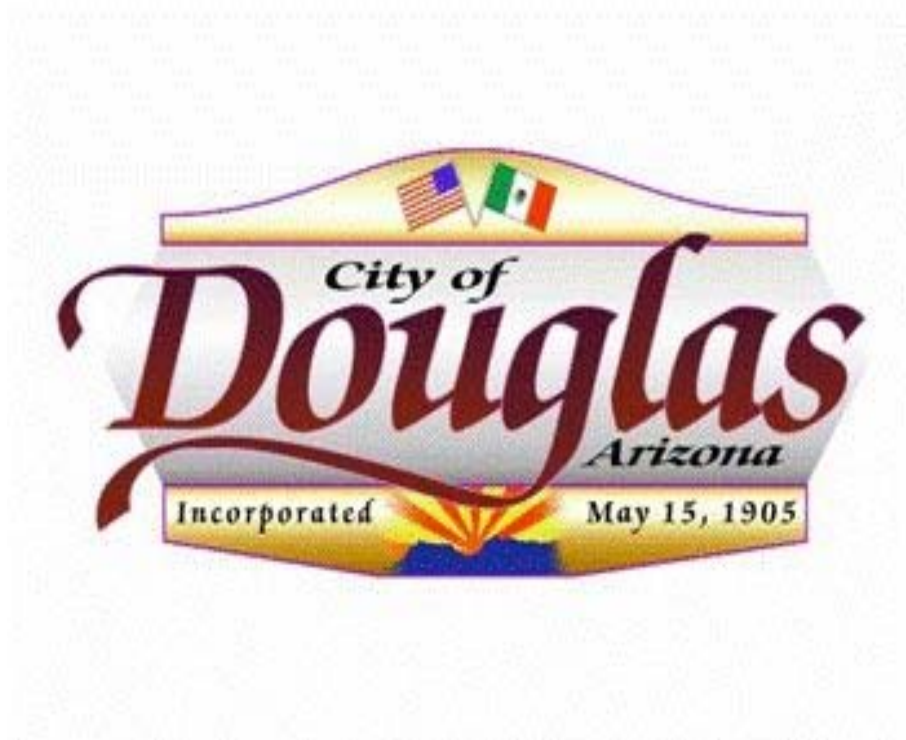


Request for Proposal



City of Douglas, Arizona
Bid Date: Tuesday, February 5, 2008
Bid Closing: 4:00 P.M.

BID NOTIFICATION

NOTICE IS HEREBY GIVEN that the Mayor and Common Council of the City of Douglas will receive sealed Bid Proposals until Four O'clock P.M. (4:00 P.M.) on Tuesday, February 5, 2008, for the following:

Full Size Police Vehicles Model Year 2007/2008

Specifications are on file and may be obtained at the office of the Purchasing Agent, 425 10th Street, Douglas, Arizona 85607. Bids will be received until the above hour specified and will be opened and publicly declared on said date and time at a Bid Opening to be conducted by the City Clerk, in the Council Chambers. Address all Bids to Ms. Brenda Aguilar, City Clerk, 425 10th St., Douglas, AZ 85607, specifying on the outside wrapper the nature of the Bid and reference RFP#2008-PD-0002. The Council reserves the right to reject any Bid, defer action on bids and to waive any irregularities or information if deemed in the City's best interest. Any late submissions will be returned.

Dated at Douglas, Arizona this January 16, 2008

Brenda Aguilar
City Clerk
City of Douglas

REQUEST FOR INFORMATION - OPERATIONAL AND FULLY EQUIPPED POLICE VEHICLES

1.0 PURPOSE:

The City of Douglas Procurement Office is seeking proposals from qualified vendors for operational police vehicles. It is the city's intent to purchase fully / partially equipped police patrol vehicles. The city intends to purchase four (4) patrol cars. The vendor must be able to provide full extended warranty coverage to meet this special need.

2.0 GENERAL REQUIREMENTS:

2.1 Interested vendors should propose operational police vehicles depending on type of application {patrol cars/ vehicles undergo extensive usage}

2.2 The vehicles should meet or exceed the attached vehicle specifications.

2.3 Interested vendors should propose procedures for delivery, inspection of materials/services etc.

2.4 Vendors must propose all warranties and guarantees that would be available to the city.

3.0 TECHNICAL SPECIFICATIONS, MINIMUM FOR SEDANS, FULL SIZE, POLICE EQUIPMENT PACKAGE:

3.1 GENERAL:

The intent of these specifications is to describe a FULL SIZE SEDAN, PATROL CAR in sufficient detail to secure proposals on comparable cars and insure that the cars purchased will be furnished with the necessary equipment and material to provide the desired performance required. These cars will be used by the City of Douglas Police Department for police patrol and pursuit purposes.

3.2 DIMENSIONS/CAPACITIES:

3.2.1 Wheelbase - 114", approximate.

3.2.2 Curb Weight - 3900 lb., approximate.

3.2.3 EPA Passenger Volume Index - 109 cu. ft., approximate.

3.2.4 Cargo Capacity - 20 cu. ft., approximate.

3.2.5 Tow Capacity - 5000 lb.

3.2.6 Trailer Tongue Weight Capacity - 750 lb.

3.2.7 Fuel Capacity - 19 gal.

3.3 ENGINE:

3.3.1 Type - Eight (8) cylinder, EFI police version.

3.3.2 Size - 4.6 L, minimum.

3.3.3 Horsepower - 215 SAE, minimum.

3.3.4 Air Cleaner - Dry type, manufacturer's maximum.

3.3.5 Engine Oil Cooler - Heavy duty, external type.

3.4 COOLING:

3.4.1 System - Manufacturer's maximum including largest capacity radiator available, fan and shroud.

3.4.2 Coolant - 50%/50% ethylene glycol and water.

3.4.3 Recovery System - Heavy duty.

3.4.4 Capability - System must be capable of providing adequate engine cooling under severe police use with ambient temperatures of 122+ degrees Fahrenheit.

3.4.5 Hoses - Heavy-duty silicone type.

3.5 TRANSMISSION:

3.5.1 Type - Automatic

3.5.2 Speeds - Four (4) speeds with overdrive.

3.5.3 Shift Control - Electronically

3.5.4 Lockout - Low gear.

3.6 STEERING: Power with heavy-duty oil cooler.

3.7 BRAKES:

3.7.1 Type - Power assist.

3.7.2 Disc - Four wheel, with heavy-duty rotors.

3.7.3 ABS - Four wheel.

3.8 AIR CONDITIONING: Manufacturer's maximum, with R134A refrigerant.

3.9 BALLISTIC RESISTANT GLASS SECURITY LAMINATES AND TINTING:

3.9.1 Clear cold bonded laminate, single sided application.

3.9.2 Three layer laminate, minimum.

3.9.3 Laminate thickness .014 or thicker.

3.9.4 Tensile Strength of 28,000 pounds per square inch or more.

3.9.5 Break Strength of 350 pounds per square inch or stronger

3.9.6 Manufacturer warranty of at least 5 years.

3.9.7 Must have the ability to be tinted or be delivered tinted to meet Arizona State Statutes.

3.10 ELECTRICAL:

3.10.1 Volt - 12

3.10.2 Battery - Manufacturer's maximum, maintenance free. (High cycle must meet SAE cycling standard J240 and vibration standard J537J), No Exceptions.

3.10.3 Alternator - 130 amps. (50 amp at idle).

3.11 INSTRUMENTS/GAUGES:

3.11.1 Voltmeter

3.11.2 Engine oil pressure.

3.11.3 Engine coolant temperature.

3.11.4 Speedometer/Odometer/Trip Odometer calibrated and certified at 2 M.P.H. increments to 140 m.p.h.

3.11.5 Fuel Gauge.

3.12 Lights;

3.12.1 Engine Compartment.

3.12.2 Map/Dome Light, dual beam.

3.12.3 Luggage compartment lamp.

3.13 Lighter - Cigarette.

3.14 Deck Lid Release - Remote

3.15 Power Outlet - 12 volt.

3.16 Radio - AM/FM stereo, factory installed.

3.17 Cruise Control - Factory installed.

3.18 Spotlight - Left-hand 6" Unity #225 Halogen, or equal, factory installed.

3.19 POLICE CHASSIS PACKAGE: Suspension, heavy-duty front and rear springs, shocks, stabilizers, and frame.

3.20 POLICE BODY PACKAGE:

3.21 Seats:

3.21.1 Front - Heavy duty cloth buckets, with six (6) way power on driver's side.

3.21.2 Rear – Rear prisoner/safety seat with all necessary hardware and seatbelt attachments.

3.22 Molding - Bodyside, heavy-duty vinyl.

3.23 Floor Covering - Heavy duty black rubber, front and rear.

3.24 Mirrors:

3.24.1 Inside - Day/Night rearview.

3.24.2 Outside - L.H. /R.H. rear view, remote control.

3.25 Steering Wheel - Tilt

3.26 Door Locks:

3.26.1 Type - Electric

3.26.2 Rear - Interior, manual and electric shall be inoperative from rear seat area on patrol sedan only.

3.26.3 Exception - Electric rear door locks shall be operational from controls on front doors.

3.26.4 Safety Door Lock Release – Rear doors, shall have a manual door lock release (child safety lock) installed that is accessible when the door is open. If you have questions about this system please call Sgt. Kraig Fullen at (520) 364-8422.

This mechanism will be installed into Patrol Sedans only.

3.27 Window Controls:

3.27.1 Electric

3.27.1.1 Rear Windows - Shall be inoperative from rear seat area on patrol sedans only.

3.27.1.2 Exception - Rear windows shall be operational from controls on front doors.

3.28 Air Bags - Driver and right front passenger.

3.29 TIRES/WHEELS:

3.29.1 Tires – Four (4) (like) police certified speed rated tires.

3.29.2 Wheels – Four (4) (like) heavy-duty speed rated wheels that meet high speed specifications for police vehicles.

3.29.3 Spare - One (1) (like A. & B. above) tire and wheel assy.

3.30 PAINT: Manufacturer's Standard White

3.31 KEYS: Each unit shall have five (5) sets of keys with rings, and tags and be properly identified, with last five (5) digits of vehicle Identification Number.

3.32 PRISONER CAGE

3.32.1 Lower Panel - Constructed of 14 gauge steel, approximately 32" x 46" extending from bottom portion of the window to the floor contoured to fit the center hump.

3.32.2 Filler Panels - Shall be constructed of 14-gauge steel or 1/4" Lexan, attaches to the rollbar frame contoured to fit interior body design.

3.32.3 General - Partition Assembly shall be so designed as to prevent access to the driver or front passenger by persons being transported in rear of vehicle. Unit shall be free of sharp edges, corners, protruding screws or bolts, shall be supplied with all installation hardware and instructions.

3.33 TECHNICAL SPECIFICATION OF WIRING HARNESS

3.33.1- Wire Harness Specifications: All wire is to be color coded, with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled every three (3) inches as to identify purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type and meet the following specifications: Ford (MIL-85A) & Chrysler (MS-5919) wire specifications Heat resistance rates according to SAE-J-1128 Abrasion Resistance rating to meet or exceed MIL T-5438

The wiring harness/fuse panel shall be modular in design. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under-hood wiring, strobe, back flash, rear light-kill wires, gunlock, MDT pre-wire, cell-phone, scanner, etc. Additional labeled power wires shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel. 2 strobe cables shall be integrated into the Patrol Power wiring harness running the full length of the harness, from front to back. This eliminates the need to pull additional strobe wires for the front corner strobes after the Patrol Power wiring harness is installed.

All fuse terminal connectors shall be crimped with a Molex connector and wired to run without interruption to the hardware it controls. **No butt connectors or crimp caps shall**

be used in the harness. No push on terminals of any type, specifically Scotch-Loc, or T-Tap connectors are to be used within the harness, or the completed vehicle. Additionally, not "Fuse Taps" of any type are permissible, as these add an additional amp load on the factory electrical wiring which was not intended by the vehicle manufacturer. Any aftermarket equipment which has the ability to be wired to the Patrol Power harness shall have a provision within the harness to be individually fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels, and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.

The Patrol Power fuse/relay panel (Crown Victoria model) must be secured to the passenger side inner fender and have the headlight flasher, super relay, Master circuit breaker, and power tamer integrated within the panel. The mounting of the panel shall use the two unused, existing fender holes on the passenger side, and sonic welded brass nutserts shall be contained in the panel, so no back mounted nuts are required. The construction material of the panel must be of a plastic composite that is rated to withstand any under hood temperatures that will be seen over the service period of the vehicle. ABS plastic, or steel, is not acceptable. No aftermarket fuses shall be mounted in any other location within the vehicle. The power tamer shall be mounted beneath the panel so as to protect it from moisture. The Patrol Power specific headlight flasher shall have factory cable length sufficient to mount the flasher on the radiator support member without extending any wires into the Patrol Power panel, and the resulting connectors that would be required otherwise. The flasher shall be a direct plug in unit matching Fords headlight connector. The main supply fuse for the headlight flasher shall be located within the fusing panel and not an inline fuse in the flasher itself. Likewise, the Power Tamer fuse is also to be located within the fuse panel itself, and not an inline fuse. In this manner, all fuses are immediately accessible without removing any portion of the Patrol Power harness from the vehicle, with the exception of the fuse lid. This panel and all electrical wiring contained can be replaced as a single unit. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the solenoid. The 4 gauge main power wire shall run directly into a 125 amp manually reset able circuit breaker. All terminal ends for any 4 gauge wire must be crimped and soldered, and covered with red, temperature activated adhesive, heat shrink. The circuit breaker shall mount on the side of the Patrol Power panel, and its output side wired with a 4 gauge power wire to a 300 amp super relay. This relay shall also mount on the side of the Patrol Power panel housing, and its construction shall be of a fully sealed and encapsulated unit so that no moisture or dust can penetrate it. The trigger wires to control this unit shall utilize a waterproof connector, and plug directly into the base of the relay. All power wires from the modular fuse panel shall then hookup to the output terminal of the super relay,

which is ignition and time controlled by the Power Tamer. 7 of the ATO fuses within the panel shall be hot all the time, with the remainder on the timed circuit. A minimum of 4 Maxi fuses shall be wired into the panel as well. All future use wiring in electrical harness shall be neatly contained within back of console body.

A plastic molded lid covering the fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

All supplemental wiring shall meet the same standard as the modular wire harness, i.e. Quality, Labeling & Specifications. The harness shall include the specific power wires: Power Tamer, Spare (yellow), MDT (2 ea), strobe power, backflash, wig wag, spare(red), siren amp, CB, Radio #2, MDT (switched) arrowstick, gunlock, cell phone, cig. lighter, map light, flashlight, aux. 1, main power, aux. 2, radio power.

Additional labeled wiring, including all under hood wires shall be included in the wiring harness: Grill light, siren speaker (2 ea.) wig wag, wig wag activation, ignition, strobe power, strobe act 1, strobe act 2, deck light, ground (x4). The complete length of the Patrol Power wiring harness for the Crown Vic shall be 41 feet, of which 19 feet is considered the rear portion, and 12 feet in front of the fuse panel, for the engine compartment of the vehicle.

All supplemental wiring is to be continuous runs with no cable extension other than at the hardware it is wired too.

The master ground is to be an 8-gauge wire connecting from the factory ground terminal behind the passenger "B" pillar kick panel and run in to the console, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e. Head light flasher, strobe power supply. No barrier strip grounding is permitted.

Failure to meet the above electrical specifications may result in refusal of vehicles.

3.34 ADDITIONAL EQUIPMENT/SPECIFICATIONS

3.34.1- 47 Inch LED / Halogen Excalibur Light Bar (as per AZ-DPS Specs). Includes Two (2) Rotators, Two (2) Step-Mirrors, and Two (2) LED Center Mounted Light Heads
[Red Steady Burn Forward and Amber Flashing Rear] on Upper Deck. Lower Deck to have Six (6) Flashing LED Light Heads [Two (2) Forward Red / Blue and Four (4) Rear Red/ Amber/ Amber / Blue], Four (4) MR-11 Takedown Lights, Four (4) MR-11 Alley Lights [Two (2) each Side], and OLD STYLE MOUNTING KIT including Crown Vic Mounting Kit.

3.34.2- 6 Head strobe power supply with four EZHIDE Clear bulbs with butt connectors attached, No Cables

3.34.3- Wire and Loom Kit
4 Corner strobe system.

3.34.4- Horizontal Cuda TriOptic LED Light with Built in Programmable Flasher, Low Profile. Blue

3.34.5- Horizontal Cuda TriOptic LED Light with Built in Programmable Flasher, Low Profile. Red

3.34.6- AS-124 Heat and Corrosion Resistant Nylon, Class A, Siren Speaker with Field Replaceable Driver.

3.34.7- Mounting Bracket, with Cuda TriOptic Mounting Locations, for AS124 Speaker to Fit a 2001+ Ford Crown Vic

3.34.8- "Front Feet only" Twelve (12) Inch Contour Radio Console for a 1997+ Ford Crown Vic. Includes Twelve inches of Custom Face Plates, and 24 inch NHD Floor Mounting Plate.

3.34.8- UTMD-MB Unitrol/Touchmaster Delta Full Feature Siren with Light Controls and PA.
Includes Plug In Microphone and Mounting Bracket

3.34.9- Three (3) Inch Face Plate for a Unitrol - TouchMaster or Omega 9000 Siren.

3.34.10- Three (3) Inch Face Plate for a Motorola - XLT 5000 / XLT-2500 Remote Head Radio.

3.34.11- 5 LED Light for 12V Hard Wire Power Applications
12" Flexible Wand and 5 LED's with Dimmer Knob.

3.34.12- Single Microphone Clip with Mounting Plate.

3.34.13- Twelve volt DC power outlet with protective RED cap.

3.34.14- Two (2) Inch Blank Face Plate with Three (3) 7/8 Inch, Pre-Drilled, Holes for DC Power Outlets.

3.34.15- One (1) Inch Blank Faceplate.

3.34.16- Three (3) Inch Blank Face Plate.

3.34.17- Storage Compartment with Lid and Padded Arm Rest, Mounts to NHD Floor Mounting Plate.

3.34.18- Universal Dual Gunrack for 870 and barrel lock AR weapons. "DOES NOT INCLUDE BASE"

3.34.19- Mounting Base for Crown Victoria

3.34.20- All Polycarbonate on Top with Storage Panel Vehicle Partition. Note: Center

Opening also has an Expanded Metal Covering for Extra Officer

Protection."Includes #547 Clamp Kit and #582 pre-punch of clamp and fillers"

3.34.21- Lower Extension Panels for any of the Recessed Panel Partitions.

3.34.22- Rear Prisoner/Safety Seat with all Hardware and Seat Belts for a Ford Crown Vic,
as per Arizona DPS Specs.Will also fit FIRE SUPPRESSION vehicles.

3.34.23- Crown Vic Universal Window Bar to be used with ABS door panels or factory door panels and all partitions.

3.34.24- Crown Victoria Door Panels, Black ABS, set of right and left hand panel.

CROWN VIC Metal Window Bars (2) and Black Plastic ABS Door Panels (2) for a "SETINA" Partition.

3.34.25- Solaris Mini / Rear Deck Light, with one red lamp, one blue lamp, and built in flasher. Fits 2000 + Ford Crown Vic

3.34.26- Flasher, Taillight, FTL, 60/144 FPM, Solid State, (2) 10 amp loads.

3.34.27- Graphics per Douglas Specs

3.34.28- Full-Size Car - M (CV) Vehicle Tint Full-Crown Victoria

3.34.29- Tri Band Antenna (Larsen)

NMOKHFUDFME*17 Seventeen (17) Foot Radio Coax Cable Kit with a FME Connector and a NMO Mount. (No Antenna)

3.34.30- Custom Modular wiring Harness & Fuse Panel w/ Labeled Wire. Includes Power

Tamer, Super Duty Relay, Code 3 900 Flasher and Circuit Breaker for Turnk

Mounting on Crown Victoria's. Wires to the Trunk

3.34.30- Anti-Theft Device For a 2005 to current Ford Crown Vic

3.34.31- Miscellaneous Parts, Wire, Brackets, Mounts and Shop Supplies

4.00- ALTERNATIVE FUEL SYSTEMS - (i.e. Dedicated, bi-fuel, dual fuel, combination fuels, compressed natural gas, methanol, ethanol, etc.) Vendors may propose for this system. The city reserves the right to exercise this option.

4.02- MISCELLANEOUS: Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color coding, conduit, nylon ties, grommets (sealed type) for holes in metal, any opening made in the cab shall be sealed to prevent fumes from entering. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals such as Chevrolet's Power Convenience Center or Ford's Power Distribution Center.

4.03 SUPPORTIVE SPECIFICATIONS:

4.03.1 DELIVERY: F.O.B. Destination, 60 days after receipt of order. Units shall have been completely inspected, serviced, road tested and ready for full operation when delivered.

4.03.2 PRODUCTION: Prior to a full production run, an inspection and acceptance of a qualified unit is required in order to assure that specifications and intended use are met.



BID PROPOSAL-OPTION 1

RFP#2008-DPD-0002 LAW ENFORCEMENT VEHICLES

Firm or Individual: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

<u>ITEM</u>	<u>DESCRIPTION AND UNIT PRICE</u>	<u>QUANTITY</u>	<u>BID AMOUNT</u>
1.	Full Size Police Vehicle 4 Door Year, Make / Model: _____ BID PRICE BASED ON WITH EQUIPMENT.	(4) – Mar. 2008	

		UNIT PRICE \$	_____
2.	Wiring Harness	\$	_____
3.	Sales Tax	\$	_____
4.	Total Base Bid	\$	_____
5.	Extended Base Bid	\$	_____

Delivery shall be made with in _____ ARO.

Warranty Offered _____

Bid Security Offered _____

Authorized Signature

Date: _____

Title

The signature above certifies your understanding and acceptance of the scope of work, and submittal of proposal.



BID PROPOSAL-OPTION 2

RFP#2008-DPD-0002 LAW ENFORCEMENT VEHICLES

Firm or Individual: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

<u>ITEM</u>	<u>DESCRIPTION AND UNIT PRICE</u>	<u>QUANTITY</u>	<u>BID AMONT</u>
1.	Full Size Police Vehicle 4 Door Year, Make / Model: _____ BID PRICE BASED W/O EQUIPMENT.	(4) – Mar. 2008	

UNIT PRICE \$ _____

2.	Wiring Harness	\$ _____
3.	Sales Tax	\$ _____
4.	Total Base Bid	\$ _____
5.	Extended Base Bid	\$ _____

Delivery shall be made with in _____ ARO.

Warranty Offered _____

Bid Security Offered _____

Authorized Signature

Date: _____

Title

The signature above certifies your understanding and acceptance of the scope of work, and submittal of proposal.

RFP#2008-DPD-0002
LAW ENFORCEMENT VEHICLES

OPTION PRICES FOR:

Spotlight \$ _____

Manufacturer's Extended Warranty \$ _____

Service Agreement:

Submit all available police packages and equipment.

Authorized Signature

Title

Dated: _____

The signature above certifies your understanding and acceptance of the scope of work, and submittal of proposal.

The signature above certifies your understanding and acceptance of the scope of work, and submittal of proposal.

CITY OF DOUGLAS PROCUREMENT DIVISION

**City of Douglas, 425 10TH STREET
DOUGLAS, ARIZONA 85607, (520) 805-0242- (520) 805-0812 Fax**

CITY OF DOUGLAS GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Page/Proposal Page of this solicitation the Bidder/Offeror certifies:

1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.

1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. 31-1461 et. seq.

1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.

1.4 The Bidder/Offeror agrees to promote and offer to the City only those materials and/or services as stated in and allowed for under resultant Contract(s) as City Contract items.

2.0 Gratuities:

The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to eligible City Government employees shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. This Contract shall be governed by the Law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

4.0 Legal Remedies:

All claims and controversies shall be subject to A.R.S. 12-1518 et. al.

5.0 Contract:

The Contract shall be based upon the solicitation issued by the City and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The City reserves the right to clarify any Contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Douglas and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

6.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7.0 Provisions Required By Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

8.0 Termination By the City:

The City may cancel this Contract without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the City is received by the parties to this Contract, unless the notice specifies a later time.

9.0 This contract may also be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination.

9.1 The City reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the City:

9.1.1 Contractor provides personnel who do not meet the requirements of the contract;

9.1.2 Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

9.1.3 Contractor attempts to impose on the City, personnel, or materials, products, or workmanship which is of an acceptable quality;

9.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

9.1.5 Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

12.0 Interpretation - Parol Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the City of Douglas Procurement Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, or City of Douglas General Terms and Conditions shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Protests:

Protests shall be filed and shall be resolved in accordance with the City of Douglas Procurement Policy. A protest shall be in writing and shall be filed with the City Procurement Manager. A protest of a solicitation shall be received at the Procurement Division before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

16.1 The name, address and telephone number of the protester;

16.2 The signature of the protester or its representative;

16.3 Identification of the Procurement Division and the solicitation or contract number;

16.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

16.5 The form of relief requested.

17.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirement may be set forth in this document.

18.0 Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the City, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

18.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and

18.2 is caused in whole or in part by any negligent or intentional act or omission of; the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This indemnity shall not extend to the negligent acts or omissions of the City, its agents and employees, or to that portion of any joint liability which is attributable to any of them.

19.0 Overcharges by Antitrust Violations:

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20.0 Force Majeure:

20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Parties performance of this Contract is prevented by reason of Force Majeure. "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

20.1.1 Late delivery of equipment or materials caused by congestion at a manufacturer plant or elsewhere, or an oversold condition of the market.

20.1.2 Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

20.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such City of Douglas General Terms and Conditions delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21.0 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other Parties intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

22.0 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, 35-214 and 35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the City.

23.0 Advertising:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City. The City shall not unreasonably withhold permission.

24.0 Inspection:

All material, service or construction is subject to final inspection and acceptance by the City. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor_ risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.

25.0 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the City of Douglas and shall not be used or released by the Contractor or any other person except with prior written permission of the City.

26.0 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

27.0 No Replacement of Defective Tender:

Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.

28.0 Default in One Installment to Constitute Total Breach:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

29.0 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

30.0 Liens:

All goods, services and other deliverables supplied to the City under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the City. Upon request of the City, the Contractor shall provide a formal release of all Liens.

31.0 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice.

33.0 Licenses:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

34.0 Cost of Bid Preparation:

The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

35.0 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the City and shall become a matter of Public Record available for review, subsequent to the award notification as provided by the City of Douglas Procurement Policy.

36.0 Payment by the City:

Each payment obligation of the City created hereby is conditioned upon the availability of City, County, State, and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the City at the end of the period for which funds are available. The City shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

37.0 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of City of Douglas; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

37.1 The City shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

INVOICING PROCEDURES

To expedite the processing of invoices and insure prompt payment, we are asking that all vendors, when billing the City, to comply with the following guidelines:

- Mail, e-mail, or deliver invoices directly to the Finance Department. Invoices received by the Finance or Procurement office will not be forwarded to the ordering Department.
- Blanket Purchase Orders/ Open Orders/Term Contracts number must appear on the invoice. The Purchase Order number is listed at the top-right hand side of the PO Award document.

- Invoices pertaining to a purchase order (P.O.) must list the P.O. number.
- Invoices are to be numbered using a different number for each Invoice.
- Each Invoice must clearly state the vendor's name, address, and remittance address (if different).
- Monthly Statements are to be mailed, e-mailed, or delivered to the Accounts Payable Manager of the Finance Department.
- The City of Douglas pays the appropriate state, City and city sales tax. Vendors located "out-of-state" should charge Use Tax instead of Sales Tax if they are registered in the State of Arizona per state law.
- Payment terms for Blanket/Open/Term Contracts are referenced in the General Terms & Conditions Section of the Procurement Department web site (www.douglasaz.gov) which is net 30 days after receipt of an itemized monthly statement.
- Contact the City Procurement Office - (520) 805-0242 – to determine appropriate e-mail addresses.

PLEASE KEEP THESE GUIDELINES FOR YOUR FILES. If you have questions, please contact Becky Roqueni at (520) 805-0242. Your cooperation is greatly appreciated.